

Baker & Hostetler LLP

45 Rockefeller Plaza

New York, NY 10111

Telephone: (212) 589-4200

Facsimile: (212) 589-4201

*Attorneys for Irving H. Picard, Trustee for the
Substantively Consolidated SIPA Liquidation of
Bernard L. Madoff Investment Securities LLC and
the Chapter 7 Estate of Bernard L. Madoff*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES INVESTOR PROTECTION
CORPORATION,

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT
SECURITIES LLC,

Defendant.

Adv. Pro. No. 08-01789 (CGM)

SIPA LIQUIDATION

(Substantively Consolidated)

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the Liquidation
of Bernard L. Madoff Investment Securities LLC,

Plaintiff,

v.

BARCLAYS BANK (SUISSE) S.A.,
BARCLAYS BANK S.A., and BARCLAYS
PRIVATE BANK & TRUST LIMITED,

Defendants.

Adv. Pro. No. 11-02569 (CGM)

**STIPULATION AND ORDER AMENDING COMPLAINT
AND SUBSTITUTING A DEFENDANT**

WHEREAS, on September 1, 2011, Irving H. Picard (the “Trustee”), as trustee for the liquidation of the business of Bernard L. Madoff Investment Securities LLC under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et. seq.*, and the substantively consolidated Chapter 7 estate of Bernard L. Madoff, filed a complaint (the “Complaint”) in the above-captioned adversary proceeding against defendants Barclays Bank (Suisse) S.A., Barclays Bank S.A., and Barclays Private Bank & Trust Limited;

WHEREAS, Barclays Bank S.A. has since been merged into Caixabank S.A.; and

WHEREAS, Barclays Private Bank & Trust Limited has since changed its name to Zedra Trust Company (Jersey) Limited.

IT IS THEREFORE MUTUALLY AGREED AND STIPULATED, by and between the Trustee and Defendants, and **SO ORDERED**, by the Court:

1. Caixabank S.A., as successor by merger to Barclays Bank S.A. (“Caixabank”), is hereby substituted as a defendant in this action in place of Barclays Bank S.A., and the Complaint shall be deemed so amended.
2. The Clerk of the Court is hereby directed to amend the caption to remove “Barclays Bank S.A.” and substitute “Caixabank S.A., as successor by merger to Barclays Bank S.A.,” as reflected on Exhibit A to this Stipulation.
3. The Clerk of the Court is hereby directed to amend the caption to remove “Barclays Private Bank & Trust Limited” and replace it with “Zedra Trust Company (Jersey) Limited (f/k/a Barclays Private Bank & Trust Limited)” (“Zedra”), as reflected on Exhibit A to this Stipulation.
4. The Complaint, as amended pursuant to paragraphs 1 through 3, above, shall be deemed to be the Amended Complaint.

5. Undersigned counsel for Defendants: (i) expressly represents that it is counsel to all Defendants, including Caixabank and Zedra, in this adversary proceeding, and has the authority to execute this Stipulation on behalf of Defendants; (ii) waives service of the summons and the Amended Complaint on behalf of Defendants; and (iii) represents that Defendants shall not assert, with respect to the Amended Complaint, as defenses either the insufficiency of process or insufficiency of service of process of the summons and Amended Complaint (*see* Federal Rules of Civil Procedure (“FRCP”) 12(b)(4),(5))).

6. Except as expressly set forth herein, the parties to this Stipulation reserve all rights, claims and/or defenses they may have, under the FRCP or otherwise, and entry into this Stipulation shall not impair or otherwise affect any such rights, claims and/or defenses. Without limiting the generality of the foregoing: (i) Defendants reserve and do not waive the defense of lack of personal jurisdiction (*see* FRCP 12(b)(2)); (ii) the Trustee reserves and does not waive his position that he has a right to file one amendment of the Complaint without leave of court under FRCP 15(a)(1); and (iii) in the event that the Trustee in the future claims to be filing, to have filed, or to have the right to file, an amendment without leave of court under FRCP 15(a)(1), Defendants reserve and do not waive their position that the time for the Trustee to have filed any such pleading as a matter of course has lapsed and the Trustee may only file further amendments with Defendants’ consent or by leave of the Court, as provided in FRCP 15(a)(2).

7. This Stipulation may be signed by the parties in any number of counterparts, each of which when so signed shall be an original, but all of which shall together constitute one and the same instrument. A signed facsimile, photocopy, or electronic copy of this Stipulation shall be deemed an original.

Dated: New York, New York
December 14, 2021

BAKER & HOSTETLER LLP

Of Counsel:

**WINDELS MARX LANE &
MITTENDORF, LLP**

Kim M. Longo
156 West 56th Street
New York, New York 10019
Telephone: (212) 237-1000
klongo@windelsmarx.com

By: /s/ David J. Sheehan
David J. Sheehan
Ferve Khan
45 Rockefeller Plaza
New York, New York 10111
Telephone: (212) 589-4200
dsheehan@bakerlaw.com
fkhan@bakerlaw.com

*Attorneys for Irving H. Picard, Trustee
for the Substantively Consolidated SIPA
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Securities LLC and for the Chapter 7 Estate
of Bernard L. Madoff*

**HERBERT SMITH FREEHILLS NEW
YORK LLP**

By: /s/ Marc J. Gottridge
Marc J. Gottridge
450 Lexington Avenue
New York, New York 10017
Telephone: (917) 542-7807
marc.gottridge@hsf.com

Attorney for Defendants

SO ORDERED.

**Dated: December 15, 2021
Poughkeepsie, New York**



/s/ Cecelia G. Morris

**Hon. Cecelia G. Morris
Chief U.S. Bankruptcy Judge**